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PTO/SB/85 (03-09)

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U.S. Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE

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**PETITION TO ACCEPT UNAVOIDABLY DELAYED PAYMENT OF
MAINTENANCE FEE IN AN EXPIRED PATENT (37 CFR 1.378(b))**

Docket Number (Optional)

Mail to: Mail Stop Petition
Commissioner for Patents
P.O. Box 1450
Alexandria VA 22313-1450
Fax: (571) 273-8300

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OFFICE OF PETITIONS

NOTE: If information or assistance is needed in completing this form, please contact Petitions Information at (571) 272-3282.

Patent Number: 6609975Application Number: 08/918944Issue Date: August 26, 2003Filing Date: August 25, 1997

CAUTION: Maintenance fee (and surcharge, if any) payment must correctly identify: (1) the patent number (or reissue patent number, if a reissue) and (2) the application number of the actual U.S. application (or reissue application) leading to issuance of that patent to ensure the fee(s) is/are associated with the correct patent. 37 CFR 1.366(c) and (d).

Also complete the following information, if applicable:

The above-identified patent:

- ☐ is a reissue of original Patent No. _____ original issue date _____
original application number _____
original filing date _____
- ☐ resulted from the entry into the U.S. under 35 U.S.C. 371 of international application
_____ filed on _____

CERTIFICATE OF MAILING OR TRANSMISSION (37 CFR 1.8(a))

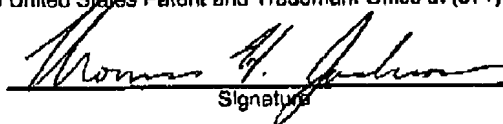
I hereby certify that this paper (along with any paper referred to as being attached or enclosed) is

(1) being deposited with the United States Postal Service on the date shown below with sufficient postage as first class mail in an envelope addressed to Mail Stop Petition, Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450 OR

(2) transmitted by facsimile on the date shown below to the United States Patent and Trademark Office at (571) 273-8300.

April 15, 2010

Date


Signature

Thomas H. Jackson

Typed or printed name of person signing Certificate

[Page 1 of 4]

This collection of information is required by 37 CFR 1.378(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 8 hours to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Mail Stop Petition, Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

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APR 15 2010

PTO/SB/65 (03-09)

Approved for use through 03/31/2012. OMB 0851-0018

U.S. Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

1. SMALL ENTITY

☒ Patentee claims, or has previously claimed, small entity status. See 37 CFR 1.27

2. LOSS OF ENTITLEMENT TO SMALL ENTITY STATUS

☐ Patentee is no longer entitled to small entity status. See 37 CFR 1.27(g)

3. MAINTENANCE FEE (37 CFR 1.20(e)-(g))

The appropriate maintenance fee must be submitted with this petition, unless it was paid earlier.

NOT Small Entity			Small Entity		
Amount	Fee	(Code)	Amount	Fee	(Code)
<input checked="" type="checkbox"/> \$ _____	3 ½ yr fee	(1551)	<input checked="" type="checkbox"/> \$ <u>490</u>	3 ½ yr fee	(2551)
<input type="checkbox"/> \$ _____	7 ½ yr fee	(1552)	<input type="checkbox"/> \$ _____	7 ½ yr fee	(2552)
<input type="checkbox"/> \$ _____	11 ½ yr fee	(1553)	<input type="checkbox"/> \$ _____	11 ½ yr fee	(2553)

MAINTENANCE FEE BEING SUBMITTED \$ 490

4. SURCHARGE

The surcharge required by 37 CFR 1.20(i)(1) of \$ 700 (Fee Code 1557) must be paid as a condition of accepting unavoidably delayed payment of the maintenance fee.

SURCHARGE FEE BEING SUBMITTED \$ 700

5. MANNER OF PAYMENT

☐ Enclosed is a check for the sum of \$ _____

☐ Please charge Deposit Account No. _____ the sum of \$ _____

☒ Payment by credit card. Form PTO-2038 is attached.

6. AUTHORIZATION TO CHARGE ANY FEE DEFICIENCY

☐ The Director is hereby authorized to charge any maintenance fee, surcharge or petition fee deficiency to Deposit Account No. _____

[Page 2 of 4]

The PTO did not receive the following listed item(s) Form PTO-2038

APR 27 2010

OFFICE OF PETITIONS

PTO/38/65 (03-09)

U.S. Patent and Trademark Office, U.S. DEPARTMENT OF COMMERCE

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7. OVERPAYMENT

As to any overpayment made, please

☒ Credit to Deposit Account No. 504-462

OR

☐ Send refund check

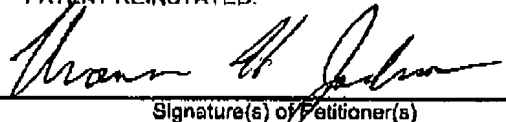
WARNING:

Petitioner/applicant is cautioned to avoid submitting personal information in documents filed in a patent application that may contribute to identity theft. Personal information such as social security numbers, bank account numbers, or credit card numbers (other than a check or credit card authorization form PTO-2038 submitted for payment purposes) is never required by the USPTO to support a petition or an application. If this type of personal information is included in documents submitted to the USPTO, petitioners/applicants should consider redacting such personal information from the documents before submitting them to the USPTO. Petitioner/applicant is advised that the record of a patent application is available to the public after publication of the application (unless a non-publication request in compliance with 37 CFR 1.213(a) is made in the application) or issuance of a patent. Furthermore, the record from an abandoned application may also be available to the public if the application is referenced in a published application or an issued patent (see 37 CFR 1.14). Checks and credit card authorization forms PTO-2038 submitted for payment purposes are not retained in the application file and therefore are not publicly available.

8. SHOWING

The enclosed statement will show that the delay in timely payment of the maintenance fee was unavoidable since reasonable care was taken to ensure that the maintenance fee would be paid timely and that this petition is being filed promptly after the patentee was notified of, or otherwise became aware of, the expiration of the patent. The statement must enumerate the steps taken to ensure timely payment of the maintenance fee, the date and the manner in which the patentee became aware of the expiration of the patent, and the steps taken to file the petition promptly.

9. PETITIONER(S) REQUESTS THAT THE DELAYED PAYMENT OF THE MAINTENANCE FEE BE ACCEPTED AND THE PATENT REINSTATED.



Signature(s) of Petitioner(s)

April 15, 2010

Date

Thomas H. Jackson

Typed or printed name(s)

29808

Registration Number, if applicable

818 Connecticut Avenue, NW Suite 700

Address

202-683-8929

Telephone Number

Washington, DC 20006

Address

ENCLOSURES:

- ☒ Maintenance Fee Payment
☒ Statement why maintenance fee was not paid timely
☒ Surcharge under 37 CFR 1.20(l)(1) (fee for filing the maintenance fee petition)
☒ Other: Statement that Payment was unavoidable under rule 378b.

PTO/SB/65 (03-09)

Approved for use through 03/31/2012. OMB 0651-0018

U.S. Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

37 CFR 1.378(d) states: "Any petition under this section must be signed by an attorney or agent registered to practice before the Patent and Trademark Office, or by the patentee, the assignee, or other party in interest."



Signature

April 15, 2010

Date

Thomas H. Jackson

Type or printed name

29808

Registration Number, if applicable

STATEMENT

(In the space below, please provide the showing of unavoidable delay recited in paragraph 8 above.)

See enclosed Petition, Affidavits, and Exhibits.

(Please attach additional sheets if additional space is needed)

[Page 4 of 4]

**RECEIVED
CENTRAL FAX CENTER****APR 15 2010****PATENT****IN THE UNITED STATES PATENT AND TRADEMARK OFFICE****RECEIVED****APR 27 2010****OFFICE OF PETITIONS**

In re:

U. S. Patent No. 6,609,975 issued August 26, 2003

Applicants: Thomas E. SAWYER, et al.

Confirmation No. 6772

Serial No.: 08/918,944

Art Unit: 3714

Filed: August 25, 1997

Examiner: SAGER, M.

For: ELECTRONIC SYSTEM AND

Atty. Docket No.: Ten Stix '975

METHOD FOR OPERATING AN INCENTIVE AUXILIARY GAME

**PETITION TO REQUEST ACCEPTANCE OF A MAINTENANCE FEE DUE AFTER
EXPIRATION OF U.S. PATENT NO. 6,609,975, PURSUANT TO RULE 378 AND
RULE 20 (i)(1) UNAVOIDABLE**Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Mailstop: Petition

Sir:

This is a Petition to the Director to request acceptance of late payment of a maintenance fee which would have been due February 26, 2007, or August 26, 2007 with a surcharge, for U. S. Patent No. 6,609,975, issued August 26, 2003. The fee due per Rules 20(e) and 20(h) is calculated at \$490.00 for the 3 ½ year maintenance fee (small entity). A total fee of \$1190.00 is being paid by credit card. The total fee includes the total maintenance fee due of \$490.00 with the surcharge fee of \$700.00 due for this Petition pursuant to Rule 20(i)(1).

Also, enclosed please find affidavits submitted in support of this Petition by:

1) Tony Cranford, President, Ten Stix Gaming Inc., 12252 West Chenango Drive, Morrison, CO 80465 (formerly known as TEN STIX, INC. of 3101 Riverside Dr., Idaho Springs, CO 80452) ("Ten Stix");

Attorney Docket No. US 6,609,975

USSN 08/918,944

Page No. 2 of 7

2) Thomas H. Jackson, Esq., the undersigned attorney, presently of the PCT Law Group (Customer no. 75396), which firm currently holds power of attorney in pending patent matters for Ten Stix;

3) Wilburn Chesser, Esq., of Arent Fox LLP, formerly of record during the prosecution of the above-identified U.S. Patent No. 6,609,975, which has expired for failure to pay the 3 ½ year maintenance fee when due; and

4) James Bindseil, Esq., of Arent Fox LLP, to whom a prosecution and correspondence file for the above-identified application of Ten Stix was transferred in approximately August of 2006.

The Office is authorized to charge any additional fees due or credit any overage for this filing to our deposit account no. 504-462.

FACTS DEMONSTRATE THAT THE UNAVOIDABLE STANDARD IS MET

Facts and evidence are submitted in the form of the above-identified affidavits and exhibits attached thereto in support of this Petition. These affidavits and exhibits establish that the failure to pay the maintenance fee when due was unavoidable, for example, by reason of Mr. Cranford's not having any personal knowledge or any business records that either he or Ten Stix were knowledgeable that a maintenance fee was due and payable during the maintenance fee window, opening August 26, 2006 and closing August 26, 2007. Indeed, Mr. Cranford's testimony is that he first learned of the expiration of U. S. Patent No. 6,609,975, (the '975 patent) on or about February 8, 2010, after inquiring about the status of the '975 patent to Mr. Jackson.

Moreover, Computer Patent Annuities, now CPA Global, to whom maintenance fee responsibility was delegated by Mr. Wilburn Chesser after the '975 patent issued, has no record of ever receiving any reply from Ten Stix or Mr. Cranford to renewal notices. (Exhibit 2, Jackson Affidavit). Computer Patent Annuities received the only Notice of Expiration mailed September 24, 2007, according to the file wrapper for U. S. Patent No. 6,609,975, and as retrieved from the United States Patent Office, Franconia deposit site, by LandonIP of Alexandria, Virginia, at the request of Mr. Jackson. (Exhibit 3, Jackson Affidavit; Exhibit 2, Chesser Affidavit). Consequently, Mr. Cranford, being unaware of the maintenance fee due

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until February of 2010, Mr. Cranford, as soon as reasonably possible after learning of the expiration of the '975 patent, submits this Petition. Further facts as supported by the affidavits and exhibits attached hereto are discussed below.

Mr. Tony Cranford

Mr. Cranford states that he only first became aware that Ten Stix Gaming's U.S. Patent No. 6,609,975 had expired for failure to pay the 3 ½ year maintenance fee when due in e-mail correspondence between himself and the undersigned, Thomas Jackson, Esq. of the PCT Law Group, on or about February 8, 2010. (Paragraph 3 and Exhibit 1, Cranford Affidavit). Mr. Cranford would have paid the maintenance fee when due or as soon as he learned such fee was due because both Tony Cranford and his then partner, Thomas Sawyer, of Ten Stix entered into a business relationship in July of 1997 with DEQ Casinos Int., now DEQ Systems Corp., (DEQ), a small entity, of Lewis, QC, Canada (Paragraph 5, Cranford Affidavit). Mr. Cranford generally describes the business relationship as relating to the sharing of patents, patent applications and technology under development (the technology) between the entities so that they could share the technology (Paragraph 5, Cranford Affidavit). Mr. Cranford has performed a diligent search of personal and Ten Stix business records and has found no correspondence or any other record of ever receiving any correspondence related to the payment of the maintenance fee due in respect to the '975 patent. (Paragraphs 9 and 10, Cranford Affidavit).

Moreover, Mr. Cranford and Mr. Sawyer, named co-inventors, were at the time of entering the business relationship with DEQ in July of 1997 partners in the operation of Ten Stix and cooperated as co-inventors of technology disclosed during the prosecution of the application filed August 26, 1997, which later issued as U. S. Patent 6,609,975. (Paragraph 6, Cranford Affidavit). However, Mr. Cranford and Mr. Sawyer parted company in approximately January of 2006, before the maintenance fee was due. (Paragraph 7, Cranford Affidavit). Mr. Cranford purchased Mr. Sawyer's interest in Ten Stix Gaming Inc. and in the '975 patent in approximately January of 2006. Mr. Cranford relocated Ten Stix to Morrison, CO from Idaho Springs, CO, then to Lakewood, CO and back to Morrison, CO. (Paragraph 7, Cranford Affidavit). Consequently, ownership and management of Ten Stix Gaming Inc. since 2006 have been with Mr. Cranford. (Paragraph 7, Cranford Affidavit). Mr. Cranford and his former partner, Mr. Sawyer, have not communicated on business matters since 2006. (Paragraph 8, Cranford

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Affidavit). Mr. Cranford, upon personal recollection and upon information and belief, never learned of any maintenance fee being due from his ex-partner, Mr. Sawyer. (Paragraph 8, Cranford Affidavit). As already discussed above, Mr. Cranford only first became aware that Ten Stix Gaming's U.S. Patent No. 6,609,975 had expired for failure to pay the 3 ½ year maintenance fee when due in e-mail correspondence between himself and the undersigned, Thomas Jackson, Esq. of the PCT Law Group, on or about February 8, 2010. (Paragraphs 3, 9 and 10, Cranford Affidavit).

Mr. Thomas Jackson

Mr. Jackson states in his affidavit that the PCT Law Group has been responsible for Ten Stix patent application preparation and prosecution since approximately November of 2008. (Paragraph 3, Jackson Affidavit). Mr. Jackson on February 8, 2010, received an e-mail from Mr. Cranford requesting the status of the '975 patent and, learning of the expiration of the '975 patent for failure to pay the 3 ½ year maintenance fee when due, reported the same by e-mail to Mr. Cranford. (Paragraph 4 and Exhibit 1, Jackson Affidavit). Upon his return to the office after an unprecedented snow storm in the Washington, DC area in February, 2010, Mr. Jackson conducted a thorough search of the PCT Law Group Offices to locate any business records comprising any correspondence or patent file related to the prosecution of the above-identified application resulting in issuance of US 6,609,975 or to its expiration. Mr. Jackson found no such file. (Paragraph 6, Jackson Affidavit). Mr. Jackson requested Mr. Cranford to diligently search for any business records of Ten Stix directed to the '975 patent. (Paragraph 7, Jackson Affidavit). Mr. Jackson further inquired of Wilburn Chesser, Esq., of Arent Fox LLP if any such file was in the possession of Arent Fox LLP. (Paragraph 7, Jackson Affidavit).

Moreover, Mr. Jackson, on February 16, 2010, made inquiry on behalf of Mr. Cranford and Ten Stix of CPA Global (formerly Computer Patent Annuities), with Mr. Cranford's permission, to determine if CPA Global could recover any business records related to the payment or lack thereof of a maintenance fee in re US Patent No. 6,609,975. (Paragraph 9 and Exhibit 2, Jackson Affidavit). Ms. Jennifer Lopez of CPA Global replied by e-mail of February 23, 2010. Her e-mail indicates that CPA transmitted four renewal notices to Ten Stix and, never receiving a reply, allowed the patent to lapse. The dates of the renewal notices are 22 Sep 2006; 22 Nov 2006; 22 Mar 2007 and 21 July 2007. (Exhibit 2, Jackson Affidavit).

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Mr. Jackson, on or about February 17, 2010, further made inquiry of Mr. James Bindseil of Arent, Fox, LLP, to determine if any correspondence or file exists related to US 6,609,975, at any firm with which he was associated during the period of his handling Ten Stix patent application matters. (Paragraph 8, Jackson Affidavit).

On or about March 11 2010, Mr. Jackson ordered from Landon IP, an IP service company in Alexandria, Virginia, a complete copy of the file wrapper for the above-identified application resulting in the '975 patent. Mr. Jackson distributed electronic copies of the '975 patent file wrapper to Mr. Chesser and to Mr. Bindseil for review and personally reviewed the file wrapper. (Paragraph 10, Jackson Affidavit). Upon review of the file wrapper, Mr. Jackson located a Notice of Patent Expiration issued September 24, 2007, and addressed to Computer Patent Annuities. (Paragraph 10 and Exhibit 3, Jackson Affidavit; Exhibit 2, Chesser Affidavit). This exhibit is the only evidence of any mailing of a Notice of Patent Expiration to anyone. (Paragraph 10, Jackson Affidavit; Paragraph 6, Chesser Affidavit). Mr. Jackson was unable to locate any other mailing of a Notice of Patent Expiration in the file wrapper except the one addressed to Computer Patent Annuities. (Paragraph 10, Jackson Affidavit). The Undersigned, Mr. Jackson, submits this Petition on Ten Stix's behalf at the request of Mr. Cranford.

Mr. Wilburn Chesser

Mr. Wilburn Chesser, of Arent Fox LLP, states in his affidavit that he has undertaken a thorough search of Arent, Fox LLP records for correspondence or other documents related to US Patent No. 6,609,975 and has located no such records. (Paragraph 2, Chesser Affidavit). It is Mr. Chesser's recollection that on or about August 10, 2006, Mr. Chesser was requested by Mr. Cranford to transfer all Ten Stix files to James Bindseil, Esq. then at the law firm of Lowe, Hauptman, Ham & Berner. (Paragraph 3, Chesser Affidavit).

Mr. Wilburn Chesser further states in his Affidavit that, upon the issuance of US Patent No. 6,609,975, in the August of 2003 time frame, it was the practice of the firm of Arent Fox Kintner Plotkin & Kahn, PLLC, with whom Mr. Chesser was then associated, to request that maintenance fee responsibilities be handled by Computer Patent Annuities, (later CPA Global), of Alexandria, Virginia. (Paragraph 4, Chesser Affidavit). Mr. Chesser states in his Affidavit that, to the best of his personal recollection, he had no knowledge of the expiration of US Patent No. 6,609,975 until learning of the expiration from Mr. Jackson's inquiry. (Paragraph 5, Chesser

Attorney Docket No. US 6,609,975

USSN 08/918,944

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Affidavit). Mr. Chesser's request to Computer Patent Annuities of Alexandria, VA to assume maintenance fee responsibilities for the '975 patent is evidenced by a Notice of Patent Expiration issued September 24, 2007, and addressed to Computer Patent Annuities. (Paragraph 6 and Exhibit 2, Chesser Affidavit). This exhibit is the only evidence of any mailing of a Notice of Patent Expiration to anyone. No other such Notice is in the retrieved file wrapper for US Patent No. 6,609,975. (Paragraph 10, Jackson Affidavit; Paragraph 6, Chesser Affidavit)

Mr. James Bindseil

Mr. Bindseil states in his Affidavit that he has conducted an investigation including inquiries of the following law firms for any files related to the '975 patent: Lowe, Hauptman, Ham & Berner (LHHB) (where he received Ten Stix files from Mr. Chesser) and Amin, Turocy & Calvin (now Turocy & Watson). (Paragraph 3, Bindseil Affidavit). Mr. Bindseil testifies that neither firm has any files. (Paragraph 3, Bindseil Affidavit). Mr. Bindseil's recollection is that he initially received any Ten Stix file at approximately the 3.5 year maintenance fee due date or sometime after August of 2006. (Paragraph 4, Bindseil Affidavit). Also, it is Mr. James Bindseil's recollection and upon information and belief, that the firm of Lowe, Hauptman, Ham & Berner did not send out any letters to Mr. Cranford or Ten Stix for paying the first maintenance fee during the maintenance fee window calculated above. (Paragraph 6, Bindseil Affidavit). Mr. Bindseil understood from Mr. Chesser that LHHB was not responsible for payment. It was Mr. Bindseil's understanding that Computer Patent Annuities was responsible for handling annuity correspondence with Ten Stix. (Paragraph 5, Bindseil Affidavit). Furthermore, it is Mr. Bindseil's recollection that the firm of Amin, Turocy & Calvin or Turocy & Watson also did not send out any letters to Mr. Cranford or Ten Stix during the period of time any file related to the '975 patent was in their possession. (Paragraphs 6 and 7, Bindseil Affidavit). To the extent any files of Ten Stix exist, Mr. Bindseil testifies that such files were transferred to the responsibility of the PCT Law Group approximately November of 2008, from the Turocy firm. (Paragraph 7, Bindseil Affidavit).

Consequently, it may be collectively understood from reading all affidavits and reviewing all exhibits thereto, that the delay in paying the maintenance fee due at 3 ½ years for US 6,609,975 was unavoidable because neither Mr. Cranford nor Ten Stix Gaming have no business

Attorney Docket No. US 6,609,975
USSN 08/918,944
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records nor personal recollection of ever being advised by Computer Patent Annuities that a fee was due.

Given these facts, Petitioner respectfully requests the enclosed maintenance fee be accepted and US Patent No. 6,609,975 reinstated from its expired state to full force and effect.

Applicant seeks a telephonic interview to discuss the present petition in the event that the Examiner of this Petition requires further evidence or assurance that the "unavoidable" standard has been met in the present circumstances as described above. Applicant respectfully requests action on this Petition before the 7 ½ year maintenance fee window opens August 26, 2010.

Respectfully submitted,

PCT Law Group

By:



Thomas H. Jackson (29,808)
818 Connecticut Avenue, N.W., Suite 700
Washington, D.C. 20006
Telephone: (202) 293-3559
Facsimile: (202) 280-1393

Dated: April 15, 2010

Attachments: Affidavit of Tony Cranford and Exhibit 1
Affidavit of Thomas Jackson and Exhibits 1-3
Affidavit of Wilburn Chesser and Exhibits 1-2
Affidavit of James Bindseil

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APR 15 2010

PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

RECEIVED

APR 27 2010

In re:

U. S. Patent No. 6,609,975 issued August 26, 2003

OFFICE OF PETITIONS

Applicants: Thomas E. SAWYER, et al.

Confirmation No. 6772

Serial No.: 08/918,944

Art Unit: 3714

Filed: August 25, 1997

Examiner: SAGER, M.

For: ELECTRONIC SYSTEM AND METHOD FOR OPERATING AN INCENTIVE AUXILIARY GAME
Atty. Docket No.

DECLARATION IN SUPPORT OF PETITION TO REINSTATE U.S. PATENT NO.
6,609,975

I, Thomas H. Jackson, declare and say:

1. That I am a citizen of the United States of America, and I am presently with the PCT Law Group (Customer no. 75396), which firm currently holds power of attorney in pending patent matters for Ten Stix Gaming ("Ten Stix");
2. That my address at the PCT Law Group is 818 Connecticut Ave., NW; Washington, D. C. 20006 and my direct-in-dial telephone is (202) 293-3559;
3. That, upon information and belief, the PCT Law Group has been responsible for patent application preparation and prosecution for Ten Stix since approximately November of 2008;
4. That on February 8, 2010, I received an e-mail from Mr. Cranford requesting the status of the U.S. Patent No. 6,609,975 ("the '975 patent"). I learned of the expiration of the '975 patent for failure to pay the 3 ½ year maintenance fee when due by accessing the web site of the United States Patent Office. A true copy of Mr. Cranford's e-mail communication of

Affidavit of Thomas Jackson

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February 8, 2010, of approximately 1:15PM and of my reply of 2:25PM EST is attached as Exhibit 1, Jackson Affidavit;

5. That, in response to receipt of Exhibit 1 and learning of the expiration of the '975 patent, I reported to Mr. Cranford in Exhibit 1 that the '975 patent had expired September 24, 2007, for failure to pay (the 3 ½ year) maintenance fees when due. When Mr. Cranford learned of the expiration of the '975 patent, on or about February 8, 2010, Mr. Cranford authorized Mr. Jackson to conduct research into the existence of any documents or recollections of those involved in the prosecution of the application resulting in the '975 patent and to contact anyone maintaining any files related to the '975 patent or responsible for the payment of any maintenance fee for the '975 patent. Mr. Cranford has authorized me to provide true copies of Exhibit 1 for the purpose of furthering this Petition and does not waive his right to assert privilege regarding any communications between or among himself, myself, Mr. Wilburn Chesser and Mr. James Bindseil;

6. That, upon my return to the office after an unprecedented snow storm in the Washington, DC area in early February, 2010, I conducted a thorough search of the PCT Law Group Offices to locate any business records comprising any correspondence or patent file related to the prosecution of the above-identified application resulting in issuance of US 6,609,975 or to its expiration. I found no such file;

7. That I requested Mr. Cranford to diligently search for any business records of Ten Stix directed to the '975 patent. With Mr. Cranford's guidance as to the chain of any such business records, I further inquired of Mr. Wilburn Chesser, Esq., presently of Arent Fox LLP, if any such file was in the present possession of Arent Fox LLP;

8. That, on or about February 17, 2010, I further made inquiry of Mr. James Bindseil of Arent, Fox, LLP, to determine if any correspondence or file exists related to US 6,609,975, at any firm with which he was associated during the period of his handling Ten Stix patent application matters;

9. That, on February 16, 2010, I made further inquiry on behalf of Mr. Cranford and Ten Stix of CPA Global (formerly Computer Patent Annuities) and with Mr. Cranford's permission to determine if CPA Global could recover any business records related to the payment or lack thereof of a maintenance fee in re US Patent No. 6,609,975. An e-mail chain is attached as Exhibit 2 (Exhibit 2, Jackson Affidavit). Ms. Jennifer Lopez of CPA Global replied by e-mail of

Affidavit of Thomas Jackson

Page No. 3 of 3

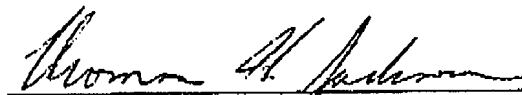
February 23, 2010. Her e-mail indicates: "This case was added to our system on 15 June 2004. First annuity was due on 26 February 2007. We sent 4 renewal notices to Ten Stix requesting instructions but we never received a reply so the case lapsed off our system. 1st renewal notice was sent: 22 Sep 2006 2nd notice sent: 22 Nov 2006 3rd notice sent: 22 Mar 2007 4th (final notice sent: 21 Jul 2007. In summary, Computer Patent Annuities transmitted four notices to Ten Stix and, never receiving a reply, allowed the patent to lapse; (Exhibit 2, Jackson Affidavit)

10. That, on or about March 11, 2010, I ordered from Landon IP, an IP service company in Alexandria, Virginia, a complete copy of the file wrapper for the application resulting in the '975 patent. Shortly thereafter, I distributed electronic copies of the '975 patent file wrapper to Mr. Chesser and to Mr. Bindseil for review and also personally reviewed the file wrapper. Upon review of the file wrapper, I discovered that a Notice of Patent Expiration issued September 24, 2007, and was addressed to Computer Patent Annuities. (Exhibit 3, Jackson Affidavit). This exhibit is the only evidence of any mailing of a Notice of Patent Expiration to anyone. I was unable to locate any other mailing of a Notice of Patent Expiration in the file wrapper except the one addressed to Computer Patent Annuities;

15. That I declare further that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like are punishable by fine or imprisonment or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application cited above or any patents issuing thereon.

Respectfully submitted,

By:



Thomas H. Jackson (29,808)

PCT Law Group

818 Connecticut Avenue, N.W., Suite 700

Washington, D.C. 20006

Telephone: (202) 293-3559

Dated: April 12, 2010

Attachments: Exhibits 1-3, Jackson Affidavit

04/13/2010 11:40 714--957-1725

FEDEX OFFICE

0317 APR 15 2010 PAGE 01

Affidavit of Tony Cranford
Page 1 of 3

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

RECEIVED

APR 27 2010

In re:

U. S. Patent No. 6,609,975 issued August 26, 2003

OFFICE OF PETITIONS

Applicants: Thomas E. SAWYER, et al.

Confirmation No. 6772

Serial No.: 08/918,944

Art Unit: 3714

Filed: August 25, 1997

Examiner: SAGER, M.

For: ELECTRONIC SYSTEM AND

Atty. Docket No.

METHOD FOR OPERATING AN INCENTIVE AUXILIARY GAME

**DECLARATION IN SUPPORT OF PETITION TO REINSTATE U.S. PATENT NO.
6,609,975**

I, Tony Cranford, declare and say:

1. That I am a citizen of the United States of America. I am presently the President of Ten Stix Gaming Inc. having a current business address at 12252 West Chenango Drive, Morrison, CO 80465 fka TEN STIX, INC. of 3101 Riverside Sr., Idaho Springs, CO 80452 ("Ten Stix");

2. That, upon information and belief, I requested that James Bindseil transfer Ten Stix intellectual property matters to the PCT Law Group approximately November of 2008;

3. That on February 8, 2010, I transmitted an e-mail to Mr. Thomas Jackson of the PCT Law Group requesting the status of the U.S. Patent No. 6,609,975 ("the '975 patent") of Ten Stix of which I am a named inventor. I first learned of the expiration of the '975 patent for failure to pay the 3 ½ year maintenance fee when due from Mr. Jackson by his reply e-mail. A true copy of my e-mail communication of February 8, 2010, of approximately 1:15PM and of Mr. Jackson's reply of 2:25PM EST is attached as Exhibit 1, Cranford Affidavit. I have authorized Mr. Jackson to disclose Exhibit 1 for the limited purpose of furthering a Petition for

04/13/2010 11:40 714--967-1726

FEDEX OFFICE 0317

PAGE 82

Affidavit of Tony Cranford
Page 2 of 3

reinstatement of U.S. Patent No. 6,609,975 and do not waive any privilege in any communication among myself, Mr. Jackson, Mr. James Blindseil and Mr. Wilburn Chessier;

4. That I only first became aware that Ten Stix Gaming Inc.'s U.S. Patent No. 6,609,975 had expired for failure to pay the 3 ½ year maintenance fee when due in the e-mail correspondence between myself and Thomas Jackson of the PCT Law Group, on or about noon my time on February 8, 2010;

5. That I would have paid the maintenance fee when due or as soon as I learned such fee was due because, prior to the date the maintenance fee would have been due in approximately 2007, both myself and my then business partner, Thomas Sawyer, of Ten Stix entered into a business relationship in July of 1997 with DEQ Casinos Int., now DEQ Systems Corp., a small entity, of Levis, QC, Canada. The nature of the business relationship relates to the sharing of patents, patent applications and technology under development (the technology) between the entities so that we could share the technology. At the time of entering the business application, our patent application, USSN 08/918,944 was being prepared for filing by local Colorado patent counsel and was in fact filed August 23, 1997;

6. That I and Mr. Thomas Sawyer, named co-inventors of the '975 patent, were, at the time of entering the business relationship with DEQ in July of 1997, partners in the operation of Ten Stix and cooperated as co-inventors of technology disclosed during the prosecution of the application filed August 26, 1997, which later issued as U. S. Patent 6,609,975;

7. That I and Mr. Sawyer parted company in approximately January of 2006, before the maintenance fee for the '975 patent was due. I purchased Mr. Sawyer's interest in Ten Stix Gaming, Inc. and in the '975 patent in approximately January of 2006. I relocated Ten Stix to Morrison, CO from Idaho Springs, CO and then to Lakewood, CO and back to Morrison, CO. Consequently, ownership and management of Ten Stix Gaming Inc. since 2006 have been with myself as President;

8. That I have not communicated on business matters since 2006 with my former business partner, Mr. Sawyer. Furthermore, upon personal recollection and upon information and belief, I never learned of any maintenance fee being due from my ex-partner, Mr. Sawyer. As already discussed above, I only first became aware that Ten Stix Gaming's U.S. Patent No. 6,609,975 had expired for failure to pay the 3 ½ year maintenance fee when due in e-mail

04/13/2010 11:40

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FEDEX OFFICE

0317

PAGE 03

Affidavit of Tony Cranford
Page 3 of 3

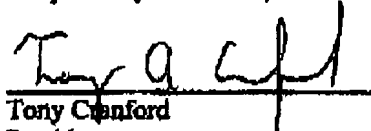
correspondence between myself and Thomas Jackson of the PCT Law Group, on or about February 8, 2010;

9. That I performed a diligent search of personal and Ten Stix business records. I have found no correspondence or any other record of ever receiving any correspondence related to the payment of a maintenance fee due in respect to the '975 patent from Computer Patent Annuities, Mr. Sawyer or anyone else until learning of the expiration of the '975 patent from Mr. Jackson. I understand now, from an e-mail that I have reviewed from Ms. Jennifer Lopez of CPA Global, formerly known as Computer Patent Annuities, that four renewal notices were sent to Ten Stix. I can only speculate and can offer no reason why one of the four renewal notices did not come to my attention;

10. That, upon information and belief and having searched my personal and Ten Stix business records, I again state that I only first became aware that Ten Stix's U.S. Patent No. 6,609,975 had expired for failure to pay the 3 1/2 year maintenance fee when due in e-mail correspondence between myself and Thomas Jackson, Esq. of the PCT Law Group, on or about February 8, 2010, and have requested Mr. Jackson to seek reinstatement of US Patent No. 6,609,975 by paying the maintenance fee and submitting a Petition requesting reinstatement;

11. That I declare further that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like are punishable by fine or imprisonment or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application cited above or any patents issuing thereon.

Respectfully submitted,



Tony Cranford
President
Ten Stix Gaming Inc.
12252 West Chenango Drive
Morrison, CO 80465

April 9, 2010

Attachment: Exhibit 1

APR 15 2010

Affidavit of Wilburn Chesser
Page 1 of 3

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re:

U. S. Patent No. 6,609,975 issued August 26, 2003

Applicants: Thomas E. SAWYER, et al.

Confirmation No. 6772

Serial No.: 08/918,944

Art Unit: 3714

Filed: August 25, 1997

Examiner: SAGER, M.

For: ELECTRONIC SYSTEM AND METHOD FOR OPERATING AN INCENTIVE AUXILIARY GAME
Atty. Docket No.**DECLARATION IN SUPPORT OF PETITION TO REINSTATE U.S. PATENT NO.
6,609,975**

I, Wilburn Chesser, declare and say:

1. That I am a citizen of the United States of America. I am presently with the law firm of Arent, Fox LLP having a place of business at 1050 Connecticut Avenue, NW, Washington, DC 20036-5339. My current direct-in-dial telephone number is (202) 715-8434;

2. That my law firm has undertaken a thorough search of Arent, Fox LLP records for correspondence or other documents related to US Patent No. 6,609,975 ("the '975 patent") and have located no such records;

3. That, on or about August 10, 2006, I was requested by Mr. Cranford to transfer all intellectual property files for Ten Stix Gaming, formerly known as TEN STIX Inc. ("Ten Stix") to James Bindseil, Esq. then at the law firm of Lowe, Hauptman, Ham & Berner;

4. That, when I was with the law firm of Arent Fox Kintner Plotkin & Kahn, PLLC and during the prosecution of the application which issued as the '975 patent (prior to its transfer), I received possession of a patent prosecution file and was responsible for prosecution of this application until the '975 patent issued;

Affidavit of Wilburn Chesser

Page 2 of 3

4. That, upon the issuance of US Patent No. 6,609,975, in the August of 2003 time frame, it was then the practice of the firm of Arent Fox Kintner Plotkin & Kahn, PLLC, with whom I was then associated, to request that maintenance fee responsibilities be handled by Computer Patent Annuities, (later CPA Global), of Alexandria, Virginia. This transfer of maintenance fee payment responsibility to Computer Patent Annuities is consistent with an e-mail communication from Ms. Jennifer M Lopez to tjackson@pctlg.com of February 23, 2010, indicating that responsibility was indeed transferred and became recorded in the, then, Computer Patent Annuities system on June 15, 2004; (Exhibit 1, Chesser Affidavit).

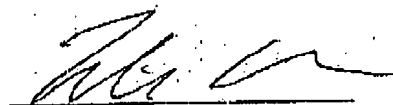
5. That, to the best of my personal recollection and upon information and belief, I had no knowledge of the expiration of US Patent No. 6,609,975 until learning of the expiration from Mr. Jackson in February of 2010;

6. That either my then law firm's request or a request to Computer Patent Annuities of Alexandria, VA to assume maintenance fee responsibilities for the '975 patent under my supervision is also evidenced by a Notice of Patent Expiration issued September 24, 2007, and addressed to Computer Patent Annuities. (Exhibit 2, Chesser Affidavit). Upon information and belief, this exhibit is the only evidence of any mailing of a Notice of Patent Expiration to anyone. No other such Notice is in the retrieved file wrapper for US Patent No. 6,609,975. Upon information and belief, I never received such a Notice of Patent Expiration from the United States Patent Office;

Affidavit of Wilburn Chesser
Page 3 of 3

7. That I declare further that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like are punishable by fine or imprisonment or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application cited above or any patents issuing thereon.

Respectfully submitted,



Wilburn Chesser
Arent, Fox LLP
1050 Connecticut Avenue, NW
Washington, DC
20036-5339

April 12, 2010

Attachments: Chesser Exhibits 1 and 2

APR 15 2010

Affidavit of James Bindseil
Page 1 of 2

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re:

U. S. Patent No. 6,609,975 issued August 26, 2003

Applicants: Thomas E. SAWYER, et al.

Confirmation No. 6772

Serial No.: 08/918,944

Art Unit: 3714

Filed: August 25, 1997

Examiner: SAGER, M.

For: ELECTRONIC SYSTEM AND
METHOD FOR OPERATING AN INCENTIVE AUXILIARY GAME

Atty. Docket No.

**DECLARATION IN SUPPORT OF PETITION TO REINSTATE U.S. PATENT NO.
6,609,975**

I, James Bindseil, declare and say:

1. That I am a citizen of the United States of America. I am presently with the law firm of Arent Fox LLP having a place of business at 1050 Connecticut Avenue, NW, Washington, DC 20036-5339. My current direct-dial telephone number is (202)715-8530;

2. That I was responsible for assisting Mr. Tony Cranford of Ten Stix Gaming ("Ten Stix") between the time that I received any such files from Mr. Wilburn Chesser until transferring the files to the PCT Law Group in approximately November of 2008;

3. That I have conducted an investigation including inquiries of the following law firms for any files related to U.S. Patent No. 6,609,975 ("the '975 patent"): Lowe, Hauptman, Ham & Berner (LHHB) (where I received Ten Stix files from Mr. Chesser) and Amin, Turocy & Calvin (now Turocy & Watson) from which firm any files were transferred to the PCT Law Group. Upon information received from these firms and upon belief, neither firm has any files;

4. That, upon information and belief, I initially received instructions from Mr. Wilburn Chesser and Mr. Tony Cranford to take over the Ten Stix files in August of 2006, and that I subsequently received the hard copies of the files sometime thereafter;

Affidavit of James Bindseil
Page 2 of 2

5. That I understood from Mr. Wilburn Chesser and from the patent file that LHHB was not responsible for payment of maintenance fees for U. S. Patent No. 6,609,975 ("the '975 patent"). It was my understanding from Mr. Wilburn Chesser that Computer Patent Annuities (now CPA Global) was responsible for handling annuity correspondence with Ten Stix.

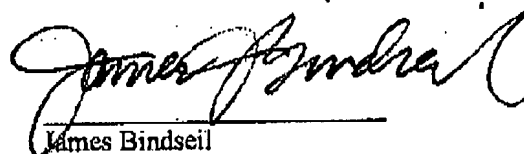
6. That it is my personal recollection and upon information and belief, the firm of Lowe, Hauptman, Ham & Berner did not send out any letters to Mr. Cranford or to Ten Stix advising of the first maintenance fee being due for the '975 patent, for example, during the maintenance fee window;

7. That it is my recollection that the firm of Amin, Turocy & Calvin (now Turocy & Watson) did not send out any letters to Mr. Cranford or Ten Stix during the period of time any file related to the '975 patent was in their possession;

8. That, to the extent any files of Ten Stix exist, upon information and belief, in approximately November of 2008 I arranged for the transfer of any such files from Amin, Turocy & Calvin to the responsibility of the PCT Law Group;

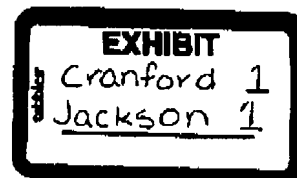
9. That I declare further that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like are punishable by fine or imprisonment or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application cited above or any patents issuing thereon.

Respectfully submitted,



James Bindseil
Arent Fox LLP
1050 Connecticut Avenue, NW
Washington, DC
20036-5339

April 12, 2010



Thomas H. Jackson

From: Thomas H. Jackson [tjackson@pctlg.com]
Sent: Monday, February 08, 2010 2:15 PM
To: 'CRANTAC@aol.com'
Subject: RE: From Tony @ Ten Stix

I just checked the USPTO web site and that patent expired September 24, 2007 for failure to pay maintenance fees.
I will give you a call.

Tom

Thomas H. Jackson

PCT Law Group

Main: 202.683.8929

T: 202.293.3559

F: 202.280.1393

Cell: 301.908.3156

Thomas H. Jackson

818 Connecticut Ave. NW | Suite 700 | Washington, DC 20006

RECEIVED

APR 27 2010

OFFICE OF PETITIONS



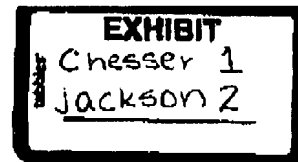
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From: CRANTAC@aol.com [mailto:CRANTAC@aol.com]
Sent: Monday, February 08, 2010 1:15 PM
To: tjackson@pctlg.com
Subject: From Tony @ Ten Stix

Hello Tom, Would you check this patent of mine and make sure I am current. Give me a call when you can. Patent # 6,609,975.

Thanks, Tony Cranford 303 885 2046



Thomas H. Jackson

From: trademarks@cpaglobal.com on behalf of patents@cpaglobal.com
Sent: Tuesday, February 23, 2010 3:00 PM
To: tjackson@pctlg.com
Subject: Re: TMS2774300 - RE: TMS2774300 - US 6,609,975 - 3 1/2 year annuity period - expired patent; CONFIDENTIAL/PRIV

Dear Sirs,

US 6609975

This case was added to our system on 15 Jun 2004. First annuity was due on 26 Feb 2007. We sent 4 renewal notices to Ten Stix requesting instructions but we never received a reply so the case lapsed off our system.

1st renewal notice was sent: 22 Sep 2006 2nd notice sent: 22 Nov 2006 3rd notice sent: 22 Mar 2007 4th (final notice) sent: 21 Jul 2007

Kind Regards,
Jennifer M Lopez
CPA NA CSC
CPA Global

Tel: 1 703 739 2234
Fax: 1 703 739 2815
Toll Free: 1 866 739 2239

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For further information about our products and services go to www.cpaglobal.com

From: tjackson@pctlg.com
Date: 18/02/2010 22:16:13
Subject: RE: TMS2774300 - US 6,609,975 - 3 1/2 year annuity period - expired patent;
CONFIDENTIAL/PRIVILEGED

ATTN: Ms. Jennifer Lopez

Dear Ms. Lopez:

It is our understanding that Mr. Cranford has spoken with you and transmitted the attached e-mail to CPA Global to authorize CPA Global to release information to us in the above-identified matter.

You certainly need not apologize. We did not expect that the PCT Law Group is the attorney of record in this matter. Let us know if either Mr. Cranford or the PCT Law Group need provide any further information in this matter in order to obtain the information about any correspondence that may survive regarding the 3 1/2 year maintenance fee due and not paid in US 6,609,975.

Regards,

Tom

Thomas H. Jackson

Patent Attorney
PCT Law Group
Main: 202.683.8929
T: 202.293.3559
F: 202.280.1393
Cell: 301.908.3156
Thomas H. Jackson
818 Connecticut Ave. NW | Suite 700 | Washington, DC 20006

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-----Original Message-----

From: trademarks@cpaglobal.com
[mailto:trademarks@cpaglobal.com] On Behalf Of patents@cpaglobal.com
Sent: Wednesday, February 17, 2010 2:06 PM
To: tjackson@pctlg.com
Subject: Re: TMS2774300 - US 6,609,975 - 3 1/2 year annuity period - expired patent;
CONFIDENTIAL/PRIVILEGED

Dear Sirs,

I apologize but you are not listed as authorized on the account. Please have Ten Stix email us that you are authorized to discuss matters in regards to their account. I apologize about any inconvenience.

Kind Regards,
Jennifer M Lopez
CPA NA CSC
CPA Global

Tel: 1 703 739 2234
Fax: 1 703 739 2815
Toll Free: 1 866 739 2239

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From: tjackson@pctlg.com
Date: 16/02/2010 22:18:44
Subject: US 6,609,975 - 3 1/2 year annuity period - expired patent; CONFIDENTIAL/PRIVILEGED

Dear CPA Global:

Our client, TenStix, and inventor, Tony Cranford, would like to reinstate their US Patent No. 6,609,975. The '975 patent expired for failure to pay the 3 1/2 year annuity due to the US Patent Office in 2007 according to USPTO records.

This is to request whether CPA Global has any business records of ever being asked to assume responsibility for payment of annuities due for US Patent No. 6,609,975.

We have spoken with an attorney of record, Mr. Wilburn Chesser, of DLA Piper LLP, Reston, VA, of record according to the US Patent file history and also of Arent, Fox, Kintner, Plotkin and Kahn, PLLC of record according to the face of the '975 patent. Mr. Chesser has indicated that it was their practice at the time of issuance of a patent for a client to have annuities paid on behalf of the client by CPA Global. Consequently, we expect that CPA Global may have some business records for this patent.

Please give me a call at the T number indicated below or reply to this email with any information that you may be able to provide about payment of a US annuity for US 6,609,975. Also, do not hesitate to contact us should you have any questions on this request.

Regards,

Tom

Thomas H. Jackson

Attorney

PCT Law Group

Main: 202.683.8929

T: 202.293.3559

F: 202.280.1393

Cell: 301.908.3156

Thomas H. Jackson

818 Connecticut Ave. NW | Suite 700 | Washington, DC 20006

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(mail_out_v42.9.) id x.d16.56d8434b (37145); Thu, 18 Feb 2010 10:45:11 -0500 (EST)
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2010 07:45:24 -0800 (PST)
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07:45:24 -0800 (PST)
Return-Path: <CRANTAC@aol.com>
From: <crantac@aol.com>
To: <patents@cpaglobal.com>
Cc: <tjackson@pctlg.com>
Subject: Ten Stix Gaming
Date: Thu, 18 Feb 2010 10:44:57 -0500
Message-ID:
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Thread-Index: AcqwsWL+s06A0Lu0QTi4tggbaJdKdQ==
Content-Type: multipart/alternative;
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Please release all requested correspondence between CPA Global and Ten Stix Gaming, Inc. in regards to patent #6,609,975 to Thomas H. Jackson at PCT Law Group. If there are any questions please give me a call since time is of the essence in this matter.

Thank You,
Tony Cranford/President Ten Stix Gaming
303 885 2046

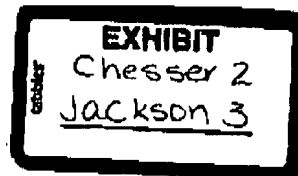
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P75M

COMPUTER PATENT ANNUITIES
225 REINEKERS LANE
SUITE 400
ALEXANDRIA VA 22314

DATE PRINTED

09/24/07

NOTICE OF PATENT EXPIRATION

According to the records of the U.S. Patent and Trademark Office (USPTO), payment of the maintenance fee for the patent(s) listed below has not been received timely prior to the end of the six-month grace period in accordance with 37 CFR 1.362(a). THE PATENT(S) LISTED BELOW HAS THEREFORE EXPIRED AS OF THE END OF THE GRACE PERIOD. 35 U.S.C. 41(b). Notice of the expiration will be published in the USPTO Official Gazette.

Expired patents may be reinstated in accordance with 37 CFR 1.378 if upon petition, the maintenance fee and the surcharge set forth in 37 CFR 1.200(i) are paid, AND the delay in payment of the maintenance fee is shown to the satisfaction of the Director to have been unavoidable or unintentional. 35 U.S.C. 41(c)(1).

If the Director accepts payment of the maintenance fee and surcharge upon petition under 37 CFR 1.378, the patent shall be considered as not having expired but would be subject to the intervening rights and conditions set forth in 35 U.S.C. 41(c)(2).

For instructions on filing a petition under 37 CFR 1.378 to reinstate an expired patent, customers should call the Office of Petitions Help Desk at 571-272-3242 or refer to the USPTO Web site at www.uspto.gov/web/offices/pac/dapp/petitionspractice.html. The USPTO also permits reinstatement under 37 CFR 1.378(a) by electronic petition (e-petition) using EFS-Web; e-petitions may be automatically granted if all the eligibility requirements are met. For further information on filing an e-petition, please call the Electronic Business Center (EBC) at 866-217-9197 (toll-free) or 571-272-4100 or refer to the EBC's e-petition guide at www.uspto.gov/efc/portal/efs/petition_quickstart.pdf.

PATENT NUMBER	U.S. APPLICATION NUMBER	PATENT ISSUE DATE	APPLICATION FILING DATE	EXPIRATION DATE	ATTORNEY DOCKET NUMBER
6609975	08918944	08/26/03	08/25/97	08/26/07	099302

NOTE: This notice was automatically generated based on the amount of time that elapsed since the date a patent was granted. It is possible that the patent term may have ended or been shortened due to a terminal disclaimer that was filed in the application. Also, for any patent that issued from an application filed on or after June 8, 1995 containing a specific reference to an earlier filed application or applications under 35 U.S.C. 120, 121, or 365(c), the patent term ends 20 years from the date on which the earliest such application was filed, unless the term was adjusted or extended under 35 U.S.C. 154 or 156.

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